



## CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt a resolution authorizing the City Manager to sign a Consulting Services Agreement with Navigant Consulting Inc. to Provide Professional Services to the Electric Utility Department (Not to exceed \$88,000)

**MEETING DATE:** February 7, 2001

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** That the City Council authorize the City Manager to sign a Consulting Service Agreement for Professional Services with Navigant Consulting Inc up to a maximum of \$88,000.

**BACKGROUND INFORMATION:** The Electric Utility Department faces a number of issues related to the fast paced and volatile energy industry which require short-term specialized professional assistance in order to efficiently manage and position the utility through this transition period.

The Electric Utility Department had a contract with Resource Management International (RMI), which has expired, to perform many of the same tasks requested within this contract for services. Subsequently, RMI was purchased by Navigant Consulting Inc. The services that Navigant provided under the last contract have proved to be very beneficial to the Electric Utility Department. The need and value of the services are even more necessary during this environment of California electric industry uncertainty.

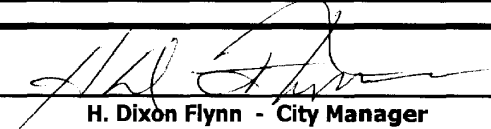
Navigant is uniquely qualified to provide the needed expertise by virtue of its familiarity with the issues facing the City of Lodi and other California electric utilities. Navigant has long and extensive experience with the Northern California Power Agency, Transmission Agency of Northern California and Western Area Power Administration and other municipal entities.

The Department desires to utilize Navigant for assistance with the following tasks:

1. Cost of Service and Rate Analysis Assistance;
2. Western Area Power Administration Transmission Services Contract;
3. Load Research Project;
4. Analyze Power Supply Contracts and related Energy Cost Management Issues;
5. Analysis of Business Issues; and
6. Additional related work tasks.

These particular functions can't be performed in house due to staff retirements. It would take 3-5 years for new hires to come up to speed. Due to the volatility of the electric industry and current utility needs, we can't afford that flexibility.

**APPROVED:** \_\_\_\_\_

  
H. Dixon Flynn - City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**FUNDING:** 160601, Task 2 will be funded by 161649

**Funding Approval:**

Vicky McAthie  
Vicky McAthie, Finance Director

Alan N. Vallow

Alan N. Vallow  
Electric Utility Director

**PREPARED BY:** Jim Doyle, Manager Rates & Resources

ANV/JD/tl

C: City Attorney  
Finance Director

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn - City Manager

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between CITY OF LODI, a municipal corporation (hereinafter referred to as "City"), and NAVIGANT CONSULTING, INC., whose address is 3100 Zinfandel Drive, Suite 600, Rancho Cordova, CA 95670 (hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Consultant desire to enter into an agreement for providing technical assistance on power supply matters upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### I. TERM

The term of this Agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2001, and shall be terminated on the \_\_\_\_ day of \_\_\_\_\_, 2001, unless terminated earlier as set forth herein.

### II. SERVICES

Consultant shall perform, based on specific task directions from City, each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

III.  
COMPENSATION TO CONSULTANT

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference for an amount not to exceed \_\_\_\_\_ or as otherwise agreed to by the Parties. Payment shall be made by checks drawn on accounts of City.

IV.  
TIME IS OF THE ESSENCE

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

V.  
STANDARD OF CARE

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

VI.  
INDEPENDENT PARTIES

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

VII.  
IMMIGRATION REFORM AND CONTROL ACT (IRCA)

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

VIII.  
NON-DISCRIMINATION

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

IX.  
HOLD HARMLESS

Navigant Consulting shall indemnify and hold harmless, and when requested by the City to do so, defend the City, its directors, volunteers, employees and independent contractors from any and all claims, demands or charges and from any loss or liability including attorney's fees and expenses of litigation arising out of negligent acts including negligent errors or omissions, violations of laws, willful misconduct or fraudulent representations or concealment of Navigant Consulting, its employees or anyone else employed by Navigant Consulting in the performance of this Contract, excepting and excluding liability or damages caused by reason of the sole negligence of the City or the willful misconduct or fraudulent representation or concealment of the City, its directors, volunteers, employees or independent contractors. Navigant Consulting's indemnity shall be limited in amount to \$1,000,000.00.

A. Limitation of Liability

Consultant's liability under this Section IX shall be limited to the amount paid to Consultant for work performed under this Agreement.

X.  
INSURANCE

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs A, B, C, D and E included herein. Such certificates, which do not limit consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to City by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to

do insurance business in the State of California. Endorsements consistent with this section shall be submitted with the insurance certificates.

A. Coverage

Consultant shall maintain the following insurance coverage:

(1) Workers' Compensation

Statutory coverage as required by the State of California.

(2) Liability

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 Each Occurrence
	\$1,000,000 Aggregate All Other
Property Damage:	\$100,000 Each Occurrence
	\$250,000 Aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 Each Occurrence
Property Damage:	\$100,000 Each Occurrence
Or	
Combined Single Limit:	\$500,000 Each Occurrence

(4) Professional Liability

Professional liability insurance, which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. Subrogation Waiver

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of

any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation, which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. Failure to Secure

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in Consultant's name or as an agent of Consultant and shall be compensated by Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Sufficiency of Insurance

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

XI.  
CONFLICT OF INTEREST

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

XII.  
PROHIBITION AGAINST TRANSFERS

Consultant may not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecator, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to city by Consultant.

The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint

venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

### XIII. SUBCONTRACTOR APPROVAL

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile, and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

### XIV. PERMITS AND LICENSES

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a city business license that may be required in connection with the performance of services hereunder.

### XV. REPORTS

- A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report," reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to the City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.
- B. All Reports prepared by Consultant may be used by City in execution or implementation of:
  - (1) The original Project for which Consultant was hired;
  - (2) Completion of the original Project by others;
  - (3) Subsequent additions to the original project; and/or
  - (4) Other City projects as appropriate.



- C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.
- D. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior written approval by City.

#### XVI. RECORDS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of service provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

#### XVII. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Lodi  
Attention: Alan Vallow  
Electric Utility Department  
1331 South Ham Lane  
Lodi, CA 95242-3995

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Navigant Consulting, Inc.  
Attention: Mike Brozo  
3100 Zinfandel Drive, Suite 600  
Rancho Cordova, CA 95670

XVIII.  
TERMINATION

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

XIX.  
COST OF LITIGATION

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

XX.  
COMPLIANCES

Consultant shall comply with all state or federal laws and all ordinances, rules, and regulations enacted or issued by City.

XXI.  
CONFLICT OF LAW

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules that may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of San Joaquin, State of California.

XXII.  
ADVERTISEMENT

Consultant shall not post, exhibit, display, or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

XXIII.  
WAIVER

A waiver by City of any breach of any term, covenant, or conditions contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

XXIV.  
INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind of nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

XXV.  
INSERTED PROVISIONS

Each provision and clause required by law to be inserted into this Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each was included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

XXVI.  
CAPTIONS

The captions in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

NAVIGANT CONSULTING, INC.

CITY OF LODI

By \_\_\_\_\_  
Bryan W. Griess  
Director

By \_\_\_\_\_  
H. Dixon Flynn  
City Manager

By \_\_\_\_\_  
Maurice Kruth  
Managing Director

APPROVED AS TO FORM:

By: Randall A. Pheasant  
Title: City Attorney

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Exhibit A**

### **SCOPE OF ACTIVITIES FOR THE LODI ELECTRIC UTILITY DEPARTMENT**

Navigant Consulting, Inc. offers a broad range of professional consulting services related to the electric utility industry, and has a highly qualified team of experienced professionals that can deliver the services as described in this Scope of Activities. With the current statewide electric utility industry crisis facing California residents, the following services are designed to assure Lodi's citizens receive the continued benefits of a locally owned and efficiently managed electric utility department.

Outlined in the following discussion are several broad work tasks that will help Lodi Electric in its efforts to evaluate certain issues and develop policies and programs to respond to these issues. Actual work will be performed at the direction of Lodi Electric staff.

#### **TASK 1 - COST OF SERVICE AND RATE ANALYSIS ASSISTANCE**

Navigant Consulting will assist the City of Lodi Electric Utility Department in the development of a cost of service study. This study will review cost on both a bundled and unbundled basis. The City will contract with another consulting firm to provide the actual cost of service model. Navigant Consulting will assist the selected consulting firm in data gathering and information analysis. Navigant Consulting will provide technical feedback to staff on the progress and preliminary results of the study. Additionally, Navigant Consulting will take the information developed from the cost of service study and assist Lodi staff in the creation of both traditional bundled rates as well as an unbundled rate design.

Estimated Cost: Up to \$25,000

#### **TASK 2 - WESTERN AREA POWER ADMINISTRATION (WESTERN) TRANSMISSION SERVICES CONTRACT**

Lodi has initiated a project to interconnect the City with the Western transmission system. Navigant Consulting will assist Lodi in the analysis of options and negotiation of contract terms with Western for interconnection.

Estimated Cost: Up to \$7,500

#### **TASK 3 - LOAD RESEARCH PROJECT**

Navigant Consulting will perform an initial review of the existing load research system currently in place with the City of Lodi Electric Department. This review will determine the reliability and validity of data produced by the existing LM 6000 Oracom System, and assess the interface between the number of load research meters,

their data, and downloaded output information. Navigant Consulting has developed a load research information system that will improve upon the number of samples required for each class of service based on statistical strata. This improved load research information will be an integral tool in fully understanding electrical consumption patterns for each class of service in the City of Lodi. The results of the load research model will be used in enhancing cost of service allocations to various rate classes and assist in rate design, and will be useful in load forecasting of customer energy usage. To the extent additional hardware (meters, meter reading equipment) and software (computer applications) are required, Navigant Consulting's load research system will assist in recommending the number of meters needed to minimize the cost of expensive equipment, and dovetail with any other required software.

Estimated Cost: Up to \$25,000

#### **TASK 4 - ANALYZE POWER SUPPLY CONTRACTS AND RELATED ENERGY COST MANAGEMENT ISSUES**

Navigant Consulting will assist Lodi staff in the analysis and evaluation of its current and potential future power supply resource issues, contracts, and agreements. These issues may include, but are not necessarily limited to, Northern California Power Agency (NCPA) power pooling arrangements, Independent System Operator (ISO)/NCPA reliability must-run (RMR) agreements, and the Pacific Gas and Electric Company (PG&E)/NCPA interconnection agreement. Navigant Consulting will assist in the analysis of the terms and condition of these agreements, and review for any potential cost savings. Navigant Consulting will also be available to assist Lodi in any potential contract negotiations or related power supply resource planning activities.

Estimated Cost: Up to \$20,000

#### **TASK 5 - ANALYSIS OF BUSINESS ISSUES**

Navigant Consulting will prepare a final year-end report of Electric Department business issues in which the report will provide analysis and summarize the previous work efforts that occurred throughout the course of the year. Additionally, Navigant Consulting will work together with Lodi staff to identify key issues affecting the utility in a deregulated or re-regulated marketplace. This review of issues will be used to further identify and improve upon relationships between the Lodi Electric Utility, its customers, and other market participants. This year-end business issues report would include topics such as:

- The cost of service study and rate competitiveness analysis
- The Western transmission services contract
- The load research project
- The analysis of power supply contract and related energy cost management issues
- Asset management and evaluations
- ISO and PX operational issues, and

- Current marketplace analysis and assessment of California's energy situation specifically related to the City of Lodi

Task 1 will culminate into a report that summarizes these business issues, the interrelationships they have, and a preliminary ranking or prioritization of potential options that forwards the Lodi Electric Utility's business position. The report will be designed to provide direction to staff for decision-making and program implementation purposes.

Estimated Cost: Up to \$10,500

#### **TASK 6 – ADDITIONAL WORK TASKS**

On an as-needed basis Navigant Consulting will provide support, review, and analysis into the following additional work tasks, as they are deemed necessary by Lodi staff. These additional work tasks may include:

- The development of a ten-year long range financial plan
- Additional rate design and financial assistance for energy cost adjustment mechanisms and pass-through of energy costs
- The viability of financial balancing accounts for transition to direct access including stranded cost balancing accounts and other financial accounting requirements
- Review of Lodi's existing financial model and reliability of energy price forecast models used in the financial model
- Review of direct access implementation issues such as required metering, accounting, and billing issues, as well as the policies and procedures necessary for the implementation of open access programs in Lodi's service territory
- Review of natural gas storage and related issues
- Review and refinement of policies for line extensions and other electric department policies and procedures such as turn on/off requirements and late fees
- Review of any possible co-generation issues with area businesses
- Stranded investment/cost analysis

In the event that any one of the above mentioned tasks are performed, Navigant Consulting will prepare a written cost estimate for that specific task.

Estimated Cost: To be determined as an addendum to this Exhibit A

#### **SUMMARY**

These work tasks and cost estimates are general in nature and may change based on further definition, refinement, and direction of Lodi staff and council. Total contract costs will not exceed \$88,000 for the 12-month period covered by this agreement unless mutually agreed by both parties.

RESOLUTION NO. 2001-23

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE  
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT WITH NAVIGANT CONSULTING, INC. TO  
PROVIDE PROFESSIONAL SERVICES TO THE  
ELECTRIC UTILITY DEPARTMENT

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WHEREAS, the Electric Utility Department faces a number of issues related to the fast-paced and volatile energy industry which require short-term specialized professional assistance in order to efficiently manage and position the utility through this transition period; and

WHEREAS, the Electric Utility Department had a contract with Resource Management International (RMI) which has expired, to perform many of the same tasks requested within this contract for services. RMI was recently purchased by Navigant Consulting, Inc.; and

WHEREAS, the services that Navigant provided under the last contract have proved to be very beneficial to the City, and the need and value of the services are even more necessary during this environment of California electric industry uncertainty; and

WHEREAS, Navigant is uniquely qualified to provide the needed expertise by virtue of its familiarity with the issues facing the City of Lodi and other California electric utilities. Navigant has extensive experience with the Northern California Power Agency, Transmission Agency of California and Western Area Power Administration, and other municipal entities.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Navigant Consulting, Inc., for assistance in the following tasks, not to exceed \$88,000.00:

1. Cost of Service and Rate Analysis Assistance;
2. Western Area Power Administration Transmission Services Contract;
3. Load Research Project;
4. Analyze Power Supply Contracts and related Energy Cost Management Issues;
5. Analysis of Business Issues; and
6. Additional related work tasks.

Dated: February 7, 2001

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I hereby certify that Resolution No. 2001-23 was passed and adopted by the Lodi City Council in a regular meeting held February 7, 2001 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land and Pennino

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Nakanishi

ABSTAIN: COUNCIL MEMBERS – None

  
SUSAN J. BLACKSTON  
City Clerk